



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New	Vendor Code		SC	Dept.	A	Contract Number	
<input type="checkbox"/> Change	SHOBAIL620			MLH			
<input type="checkbox"/> Cancel							
County Department				Dept.	Orgn.	Contractor's License No.	
Behavioral Health				MLH	MLH		
County Department Contract Representative				Telephone		Total Contract Amount	
Doug Moore				(909)387-7589		\$109,800	
Contract Type							
<input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:							
If not encumbered or revenue contract type, provide reason: _____							
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount		
		July 1, 2003	June 30, 2004	\$109,800			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
AAA	MLH	MLH	200	2445	28582861	\$109,800	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Project Name				Estimated Payment Total by Fiscal Year			
Jail Alternative				FY	Amount	I/D	
Negotiated Net Amount				03/04	\$109,800		
Contract Type – 2(b)							

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

Shobai

hereinafter called Contractor

Address

P.O. Box 62

Crestline, CA 92325

Telephone

(909) 338-4164

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WITNESSETH:

WHEREAS, County desires to purchase and Contractor desires to provide certain mental health services; and,

WHEREAS, this agreement is authorized by law,

NOW, THEREFORE, the parties hereto do mutually agree to terms and conditions as follows:

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I Definition of Terminology

- A. Wherever in this document, and attachments hereto, the terms "contract" and/or "agreement" are used to describe the conditions and covenants incumbent upon the parties hereto, these terms are interchangeable.
- B. Definition of May, Shall and Should. Whenever in this document the words "may", "shall" and "should" have been used, the following definitions apply: "may" is permissive; "shall" is mandatory; and "should" means desirable.

II Contract Supervision

The Director, Department of Behavioral Health, hereinafter referred to as Director, or designee, shall be the County employee authorized to represent the interests of the County in carrying out the terms and conditions of this contract. The Contractor shall provide, in writing, the names of the persons who are authorized to represent the Contractor in this agreement.

III Performance

- A. Contractor shall provide 15 dedicated beds of adult residential board and care services under this agreement, which are further described in the attached addenda, to all persons requesting services within the County area served by the Contractor.
- B. Services shall be provided in accordance with Attachment II, Outpatient Pre-Authorization Matrix, of this agreement.
- C. Compliance with Attachment II, Outpatient Pre-Authorization Matrix, will be monitored by the County of San Bernardino, Department of Behavioral Health (DBH) Contract Compliance Unit.
- D. Contractor shall obtain an approved Treatment Authorization Request (TAR) form from the DBH Access Unit prior to provision of any services not pre-authorized by Attachment II, Outpatient Pre-Authorization Matrix.
- E. Training regarding the contents and use of Attachment II, Outpatient Pre-Authorization Matrix, will be available upon request by the Contractor. Contractor staff may request

said training by calling the County of San Bernardino DBH Access Unit at (909) 387-7040.

F. State Performance Outcome Requirements

Contractor will comply with all State regulations regarding State Performance Outcomes measurement requirements and participate in the outcomes measurement process, as required by the State.

G. DBH Research and Evaluation Activities

The DBH Research and Evaluation Section (R&E) will collect important outcome information from targeted consumer groups and Contractor throughout the term of this agreement. R&E will notify the Contractor when its participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, client and staff interviews, chart reviews, and other methods of obtaining the information needed.

H. Cultural Competency

The State Department of Mental Health mandates counties to develop and implement a Cultural Competency Plan for Medi-Cal beneficiaries. Policies and procedures and array of services must be culturally and linguistically appropriate. Contract agencies will be included in the implementation process and shall adhere to cultural competency requirements.

1. The DBH shall make available technical assistance to Contractor regarding cultural competency requirements.
2. The Contractor will make an effort to gather demographic information on its service area for service planning.
3. The DBH shall make available cultural competency training for DBH and Contractor personnel. Staff will be required to attend one cultural competency training per year at a minimum.

4. The DBH shall make available annual training for personnel used as interpreters in threshold languages.
 5. The DBH shall make available technical assistance for Contractor in translating mental health information into the threshold language(s).
- I. If, for any reason, information in Addendum I, II, and III and Attachment II conflicts with the basic agreement, then information in the Addendum, I, II, and III and Attachment II shall take precedence in the order noted.

IV Funding

The maximum financial obligation of the County under this agreement shall not exceed the sum of One Hundred Nine Thousand Eight Hundred Dollars (\$109,800).

V Payment

- A. During the term of this agreement, the County shall make interim payments to Contractor on a monthly basis, in arrears, equal to one-twelfth of the maximum contract obligation.
- B. Contractor shall bill County monthly in arrears on claim forms provided by County. All claims submitted shall clearly reflect all required information specified regarding the services for which claims are made. Claims for Reimbursement shall be completed and forwarded to County within ten days after the close of the month in which services were rendered. Within a reasonable period of time following receipt of a complete and correct monthly claim, County shall make payment in accordance with the negotiated amount set out in Article V, Paragraph A., above.
- C. In the event any of the dedicated beds described in Article III Performance, Paragraph A. are not available when County requires them, County shall deduct from Contractor's claim for reimbursement Twenty Dollars (\$20.00) per day for each bed this not available to County.

VI Final Settlement: Audit

- A. Contractor agrees to maintain and retain all appropriate service and financial records for a period of at least five years, or until audit findings are resolved, whichever is later. This is not to be construed to relieve Contractor of the obligations concerning retention of medical records as set forth in Article XVII Medical Records, Paragraphs A. and B.
- B. Contractor agrees to furnish duly authorized representatives from County and State access to patient/client records and to disclose to State and County representatives all financial records necessary to review or audit contract services and to evaluate the cost, quality, appropriateness and timeliness of services. Said County or State representative shall provide a signed copy of a confidentiality statement similar to that provided for in Section 5328(e) of the Welfare and Institutions Code, when requesting access to any patient records. Contractor will retain said statement for its records.
- C. If a post contract service audit finds that units of service paid for by County were not performed in accordance with this agreement, or that funds were reimbursed to Contractor for services not authorized by Attachment II, Outpatient Pre-Authorization Matrix, the Contractor shall reimburse the County on demand for such invalid units of service at the amount set forth in Article V Payment, Paragraph C. Reimbursement shall be made by Contractor to County using one of the following methods, which shall be at the election of the County:
 - 1. Payment of total.
 - 2. Payment on a monthly schedule of reimbursement.
 - 3. Credit on future claims.

VII Single Audit Requirement

- A. Pursuant to OMB Circular A-133, Contractors expending \$300,000 or more in Federal funds in a year through a contract with County must have a single or program-specific audit performed which shall comply with the following requirements:

1. The audit shall be performed in accordance with OMB Circular A-133 (revised June 24, 1997), Audits of States, Local Governments, and Non-Profit Organizations.
2. The audit shall be conducted in accordance with generally accepted auditing standards and Government Auditing Standards, 1994 Revision, issued by the Comptroller General of the United States.
3. A copy of the audit performed in accordance with OMB Circular A-133 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year.
4. The cost of the audit made in accordance with OMB Circular A-133 can be charged to applicable Federal funds. Where apportionment of the audit is necessary, such apportionment shall be made in accordance with generally accepted accounting principles, but shall not exceed the proportionate amount that the Federal funds represent of the Contractor's total revenue.
5. The work papers and the audit reports shall be retained for a minimum of three (3) years from the date of the audit reports, and longer if the independent auditor is notified in writing by the County to extend the retention period.
6. Audit work papers shall be made available upon request to the County, and copies shall be made as reasonable and necessary.
7. The Contractor is responsible for follow-up and corrective action of any material audit findings in the single or program-specific audit report, as directed by the County in coordination with the State.

VIII Duration and Termination

- A. The term of this agreement shall be from July 1, 2003, through June 30, 2004, inclusive.
- B. This agreement may be terminated immediately by the Director at any time if:

1. The appropriate office of the State of California indicates that this agreement is not subject to reimbursement under law; or
 2. There are insufficient funds available to County; or
 3. The Contractor is found not to be in compliance with any or all of the terms of the following Articles of this agreement: X Personnel, XI Licensing and Certification, or XX Indemnification and Insurance.
- C. Either the Contractor or Director may terminate this agreement at any time for any reason or no reason by serving 30 days' written notice upon the other party.
- D. This agreement may be terminated at any time without 30 days' notice by the mutual written concurrence of both the Contractor and the Director.

IX Patient/Client Billing

- A. Contractor shall exercise diligence in billing and collecting fees from patients for services under this agreement.
- B. Charges for services to either patients or other responsible persons shall be at estimated actual costs.
- C. The State of California "Uniform Method of Determining Ability to Pay" (UMDAP) shall be followed in charging clients for services under this agreement.
- D. The State of California "Uniform Billing and Collection Guidelines" shall be followed in the billing and collecting of patient fees.

X Personnel

- A. Contractor shall operate continuously throughout the term of this agreement with at least the minimum number of staff as required by Title 9 of the California Code of Regulations.
- B. Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or

represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit. If during the course of the administration of this agreement, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this contract may be immediately terminated. If this contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

XI Licensing and Certification

Contractor shall operate continuously throughout the term of this agreement with all licenses, certifications and/or permits as are necessary to the performance hereunder.

XII Administrative Procedures

- A. Contractor agrees to adhere to all applicable provisions of:
 - 1. State Department of Mental Health Information Notices, and;
 - 2. County Department of Behavioral Health Standard Practice Manual (SPM). Both the State Department of Mental Health Information Notices and County SPM are included as a part of this contract by reference.
- B. If a dispute arises between the parties to this agreement concerning the interpretation of any State Department of Mental Health Information Notice or County SPM, the parties agree to meet with the Director to attempt to resolve the dispute.
- C. State Department of Mental Health Information Notices shall take precedence in the event of conflict with the terms and conditions of this agreement.

XIII Laws and Regulations

Contractor agrees to comply with all applicable provisions of:

- A. California Code of Regulations, Title 9
- B. California Code of Regulations, Title 22
- C. Welfare and Institutions Code, Division 5
- D. Policies as identified in State policy letters and the Cost Reporting/Data Collection (CR/DC) Manual, latest edition.
- E. Pursuant to the Health Insurance Portability And Accountability Act of 1996 (HIPAA), regulations have been promulgated governing the privacy of individually identifiable health information. The HIPAA Privacy Regulations specify requirements with respect to contracts between an entity covered under the HIPAA Privacy Regulations and its Business Associates. A Business Associate is defined as a party that performs certain services on behalf of, or provides certain services for, a Covered Entity and, in conjunction therewith, gains access to individually identifiable health information. Therefore, in accordance with the HIPAA Privacy Regulations, Contractor shall comply with the terms and conditions as set forth in the attached Business Associate Agreement, hereby incorporated by this reference as Attachment I.

XIV Patients' Rights

Contractor shall take all appropriate steps to fully protect patients' rights, as specified in Welfare and Institutions Code Sections 5325 et seq.

XV Confidentiality

Contractor agrees to comply with confidentiality requirements contained in the Welfare and Institutions Code, commencing with Section 5328.

XVI Admission Policies

Contractor shall develop patient/client admission policies which are in writing and available to the public.

XVII Medical Records

A. Contractor agrees to maintain and retain medical records according to the following:

The minimum legal requirement for the retention of medical records is:

1. For adults and emancipated minors, seven years following discharge (last date of service);
2. For unemancipated minors, at least one year after they have attained the age of 18, but in no event less than seven years following discharge (last date of service).

B. Contractor shall ensure that all patient/client records comply with any additional applicable State and Federal requirements.

XVIII Quality Assurance

When quality of care issues are found to exist by DBH, Contractor shall submit a Plan of Correction for approval by the DBH Compliance Unit.

XIX Independent Contractor Status

Contractor understands and agrees that the services performed hereunder by its officers, agents, employees, or contracting persons or entities are performed in an independent capacity and not in the capacity of officers, agents or employees of the County. All personnel, supplies, equipment, furniture, quarters, and operating expenses of any kind required for the performance of this contract shall be provided by Contractor.

XX Indemnification and Insurance

A. Indemnification - The Contractor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from Contractor's acts, errors or omissions and for any costs or expenses incurred by the County on account of claim therefore, except where such indemnification is prohibited by law.

B. Insurance - Without in anyway affecting the indemnity herein provided and in addition thereto the Contractor shall secure and maintain throughout the contract the following types of insurance with limits as shown:

1. Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Worker's Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

2. Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
3. Errors and Omission Liability Insurance - Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or

4. Professional Liability - Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.
- C. Additional Named Insured - All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its employees, agents, volunteers and officers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.
- D. Waiver of Subrogation Rights - Except for Errors and Omissions Liability and Professional Liability, Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.
- E. Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
- F. Proof of Coverage - Contractor shall immediately furnish certificates of insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.
- G. Insurance Review - The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements

to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

XXI Nondiscrimination

- A. General. Contractor agrees to serve all patients without regard to race, color, sex, religion, national origins or ancestry pursuant to the Civil Rights Act of 1964, as amended (42 USCA, Section 2000 D), and Executive Order No. 11246, September 24, 1965, as amended.
- B. Handicapped. Contractor agrees to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 1202 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable Federal and State laws and regulations, guidelines and interpretations issued pursuant thereto.
- C. Employment and Civil Rights. Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program and Civil Rights Compliance requirements:
 - 1. Equal Employment Opportunity Program: The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000), the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from County DBH Contracts Unit.

2. Civil Rights Compliance: The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan.

XXII Assignment

- A. This agreement shall not be assigned by Contractor, either in whole or in part, without the prior written consent of the Director.
- B. This contract and all terms, conditions and covenants hereto shall inure to the benefit of, and binding upon, the successors and assigns of the parties hereto.

XXIII Conclusion

- A. This agreement consisting of sixteen (16) pages, Schedule A, Addendum I, Addendum I, Exhibit A, Exhibit B, Attachment I, Attachment II, and Attachment III, inclusive is the full and complete document describing the services to be rendered by Contractor to County, including all covenants, conditions and benefits.
- B. IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino has caused this agreement to be subscribed by the Clerk thereof, and Contractor has caused this agreement to be subscribed on its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF SAN BERNARDINO

► _____
Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

Approved as to Legal Form

► _____
County Counsel

Date _____

Reviewed by Contract Compliance

► _____

Date _____

Presented to BOS for Signature

► _____
Department Head

Date _____

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

SCHEDULE A

SCHEDULE A

Page 1 of 1

Prepared by: Susan Wirth

Title: Program Director

**SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
NEGOTIATED NET AMOUNT
SCHEDULE "A" PLANNING ESTIMATES
FY 2003 - 2004**

Contractor Name: Shobai

Address: POB 62

Crestline, CA 92325

Date Form Completed: 5/20/2003

			JMHS-Malkai	JMHS-Hezion	Passages				
	PROVIDER NUMBER		36AB	8667	36BL				
LINE	MODE OF SERVICE		5	5	5				TOTAL
#	SERVICE FUNCTION		60	60	60				
EXPENSES									
1	SALARIES								0
2	BENEFITS								0
3	OPERATING EXPENSES								0
4	TOTAL EXPENSES (1+2+3)		29,280	29,280	51,240				109,800
AGENCY REVENUES									
5	PATIENT FEES								0
6	PATIENT INSURANCE								0
7	MEDI-CARE								0
8	GRANTS/OTHER								0
9	TOTAL AGENCY REVENUES (5+6+7+8)		0						0
10	CONTRACT AMOUNT (4-9)		29,280	29,280	51,240				109,800
11	CONTRACT DAYS		366	366	366				
12	CONTRACT MONTHS		12	12	12				
13	NUMBER OF BEDS		4	4	7				15
14	TOTAL CLIENT DAYS (11 * 13)		1,464	1,464	2,562				5,490
15	ANNUAL AMOUNT PER BED (10 / 13)		7,320	7,320	7,320				
16	MONTHLY AMOUNT PER BED (15 / 12)		610	610	610				
17	DAILY AMOUNT PER BED (10 / 14)		20	20	20				
18	TOTAL MONTHLY AMOUNT (16 * 13)		2,440	2,440	4,270				9,150

APPROVED:

PROVIDER AUTHORIZED SIGNATURE

DATE

CONTRACTS MANAGEMENT

DATE

DBH PROGRAM MANAGER

DATE

DEPARTMENT OF BEHAVIORAL HEALTH**FORENSIC HOMELESS SHELTER SERVICES
(JMHS)****Contract Addendum: FY 2003-2004**

The County will pay for Jail Mental Health Services (JMHS) Homeless Shelter Services comprised of basic room and board and the services specified in this addendum. The County is receiving temporary JMHS Homeless Shelter Services from the following named Contractor at the geographical location(s) indicated for the types of program(s) listed:

SERVICE PROVIDER	Sue Wirth
LOCATION & PROGRAM	725 North G Street, San Bernardino, CA, 92410
PHONE	(909) 338-4164; (909) 889-3873
TYPE OF PROGRAM	8 adult beds
NUMBER BED DAYS	2928

I. DEFINITION OF RECOVERY, WELLNESS, AND DISCOVERY AND REHABILITATIVE MENTAL HEALTH SERVICES

- A. Mental Health Recovery, Wellness, and Discovery is an approach to helping the individual to live a healthy, satisfying, and hopeful life despite limitations and/or continuing effects caused by his or her mental illness. "Rehabilitation" is a strength-based approach to skills development that focuses on maximizing an individual's functioning. Services will support the individual in accomplishing his/her desired results. Program staffing should be multi-disciplinary and reflect the cultural, linguistic, ethnic, age, gender, sexual orientation and other social characteristics of the community which the program serves. Families, caregivers, human service agency personnel and other significant support persons should be encouraged to participate in the planning and implementation process in responding to the individual's needs and desires, and in facilitating the individual's choices and responsibilities. Programs may be designed to use both

licensed and non-licensed personnel who are experienced in providing mental health services.

It is believed that all clients can recover, even if that recovery is not complete. The Recovery, Wellness, and Discovery approach involves collaborating with the client to facilitate hope and empowerment, with the goals of counteracting internal and external “stigma,” improving self-esteem, encouraging client self-management of his/her life and making his/her own choices and decisions, re-integrating the client back into his/her community as a contributing member, and achieving a satisfying and fulfilling life.

II. SCOPE OF SERVICES

A. Concept and Background

Pursuant to Assembly Bill 2541 (1985) San Bernardino County Department of Behavioral Health (DBH) instituted a program for homeless mentally ill individuals. The purpose of this program is to provide the basic needs of food, clothing, and shelter to mentally ill clients who are homeless, or in danger of becoming homeless. The goal of this contract is to prevent significant homelessness among the mentally ill released from San Bernardino County detention facilities. Case management and treatment services are available to persons residing in contracted shelters.

B. Target Population (Adults only)

1. Individuals released from San Bernardino County detention facilities with a primary diagnosis of a severe mental illness.
2. Individuals without any shelter.
3. Individuals who do not require board and care services.
4. Individuals without funds.

III. REQUIRED LINKAGE WITH COUNTY SYSTEM

Contractors will be expected to work cooperatively with the San Bernardino County Department of Behavioral Health staff to form an integrated network of care for mentally ill adults. Contractors will maintain close communication with the JMHS Program clinicians in the coordination of patient placement so that contracted services can be accessed in a timely manner.

A. Facilities

1. Residential settings should be as close to a normal home environment as possible without sacrificing client safety or care.
2. Residential settings should have the appearance of a non-institutional setting.
3. Mentally ill individuals, where possible, should be in separate facilities specifically designed to house mentally ill clients.
4. Males and females will be housed in separate facilities.

B. Program Coordination

1. The Contractor will assist mentally ill residents with access (including transportation) to mental and physical health care services, placement and other community resources, including assistance with SSI and MediCal applications and renewals.
2. Contractor shall allow the JMHS Program staff access to the facility, at times convenient to the client and the JMHS Program staff.
3. Contractor shall notify the JMHS Program immediately following the departure, for any reason, of a client who was referred to that facility by the JMHS Program.
4. The Contractor shall cooperate with the JMHS Program staff in all matters related to the monitoring of this program.

5. The Contractor shall be available on a 24-hour basis by phone, voice mail, fax, pager or cellular phone.
6. The Contractor will provide transportation for residents from West Valley Detention Center and Glen Helen Rehabilitation Center to the shelter. Placements into a shelter will take place Monday through Friday, 8:00 a.m. to 5:00 p.m., or after 5:00 p.m. with prior notification and agreement by the Contractor. Contractors may be asked to agree to accept weekend/holiday placements directly from San Bernardino County detention facilities.

C. Billing

1. Claims for payment will be paid in arrears. At the end of each month, the Contractor will submit a bill to the County equal to one-twelfth (1/12) of the annual negotiated net amount of the contract (see Exhibit A).

IV. PROGRAM REQUIREMENTS

A. Program Descriptions for JMHS Homeless Shelter Semi-supervised Facilities.

1. Safe and sanitary sleeping quarters on a nightly basis.
2. Provide clean bath facilities for residents which ensure privacy for each resident.
3. Three well-balanced meals on a daily basis. Current menus will be posted on a daily basis. All residents will be made aware of the menu. Special diets will be accommodated, as necessary.
4. Laundry facilities for residents.
5. Suitable lounge areas.
6. Locked storage areas for each JMHS Homeless Program resident. Clients will be allowed access to this area, upon request.

7. Provide a weekly census report to the JMHS Program staff of homeless clients administrative purposes.
8. The Contractor will ensure that residential facilities are free of any drugs or alcohol. Clients taking prescription medication who are able to manage their own medication independently will be able to seek placement in these facilities.
9. Provide a telephone within the facility that is available twenty-four (24) hours per day, seven (7) days per week for resident use. This may be a pay telephone.

B. Staffing Patterns

1. A minimum of one (1) resident supervisor, who has experience in the field of mental health working with mentally ill adults will be hired for each facility location. Each Contractor must demonstrate that the shelter is adequately supervised at all times when residents are present. A resident supervisor shall be awake and available from 7:00 a.m. to 10:00 p.m., seven (7) days a week. Homeless Shelter staffing will continuously be evaluated by the JMHS Program supervisory staff, or designee, for cooperation, experience, and professionalism.
2. Shelter staff shall not provide counseling or therapy for clients. All potential problems should be reported to the JMHS Program Case Manager.

C. Admission Criteria (as determined by the JMHS Program supervisory staff or designee)

1. Clients who have a DSM-IV diagnosis and are without funds to pay for shelter.
2. Clients released from San Bernardino County detention facilities.

3. Clients must be able to provide for their own personal care, including taking any prescribed medications.
 4. Clients who need convalescent, or nursing care will not be admitted to shelters.
 5. Clients must not display any acts of violence, or intentions to harm self, or others at the time of admission.
 6. Clients who have a substance use diagnosis only, will not be admitted to the program. Dual-diagnosed clients will be admitted subject to the client's acceptance of treatment.
 7. The Contractor shall develop in writing, a client admission policy and make it available to the public, upon their request.
- D. Exit Criteria (as determined by the JMHS Program supervisory staff or designee)
1. When the client acquires alternative housing.
 2. The JMHS Homeless Program is designed to provide short-term housing for qualifying individuals. A length of stay longer than 90 days will receive prior approval from the JMHS Program supervisory staff, or designee.
 3. Any violations of prohibitions against violence, substance use, stealing, or negative interactions with other shelter residents.
 4. Upon the receipt of sufficient funds by the client to purchase housing or other residential services.
 5. Clients who need inpatient treatment, or those who display behavior which require a higher level of placement services, will be assisted by the JMHS Program to move to another facility.

E. Facility Maintenance Requirements

1. All facilities must meet health and safety requirements set forth by the State of California, (Section 1536.1). They must also meet all health and safety requirements imposed by local jurisdictions in which shelters exist.
2. All facilities must allow for adequate space for each resident.
3. Maintain a living environment and physical plant conducive to quality care and treatment of mentally disabled individuals, including on-going maintenance repair and/or replacement as needed of beds, linen, flooring, paint, window coverings, fixtures, furniture, landscape, etc.
4. All Contractors must demonstrate legal possession of the facilities which will be used for shelter services. This will be through a deed showing title or proof of lease agreement.

F. Homeless Shelter Monitoring and Evaluation

1. An annual evaluation will be required (see Exhibit B).
2. Periodic on-site inspection and investigation of the facility will be conducted.

DEPARTMENT OF BEHAVIORAL HEALTH

FORENSIC HOMELESS SHELTER SERVICES

PASSAGES

Contract Addendum: FY 2003-2004

The County will pay for Passages Homeless Shelter Services comprised of basic room and board and the services specified in this addendum. The County is receiving temporary Passages Homeless Shelter Services from the following named Contractor at the geographical location(s) indicated for the types of program(s) listed:

SERVICE PROVIDER	Sue Wirth (Shobai, Inc.)
LOCATION & PROGRAM	725 North G Street, San Bernardino, CA, 92410
PHONE	(909) 338-4164; (909) 889-3873
TYPE OF PROGRAM	7 adult beds
NUMBER BED DAYS	2562

I. DEFINITION OF RECOVERY, WELLNESS, AND DISCOVERY AND REHABILITATIVE MENTAL HEALTH SERVICES

- A. Mental Health Recovery, Wellness, and Discovery is an approach to helping the individual to live a healthy, satisfying, and hopeful life despite limitations and/or continuing effects caused by his or her mental illness. "Rehabilitation" is a strength-based approach to skills development that focuses on maximizing an individual's functioning. Services will support the individual in accomplishing his/her desired results. Program staffing should be multi-disciplinary and reflect the cultural, linguistic, ethnic, age, gender, sexual orientation and other social characteristics of the community which the program serves. Families, caregivers, human service agency personnel and other significant support persons should be encouraged to participate in the planning and implementation process in responding to the individual's needs and desires, and in facilitating the individual's choices and responsibilities. Programs may be designed to use both

licensed and non-licensed personnel who are experienced in providing mental health services.

It is believed that all clients can recover, even if that recovery is not complete. The Recovery, Wellness, and Discovery approach involves collaborating with the client to facilitate hope and empowerment, with the goals of counteracting internal and external “stigma,” improving self-esteem, encouraging client self-management of his/her life and making his/her own choices and decisions, re-integrating the client back into his/her community as a contributing member, and achieving a satisfying and fulfilling life.

II. SCOPE OF SERVICES

A. Concept and Background

Pursuant to the Mentally Ill Offender Crime Reduction Grant (2001) awarded by the Board of Corrections, San Bernardino County Department of Behavioral Health (DBH) in cooperation with the Sheriff’s Department instituted a residential based program for dual diagnosed individuals. The purpose of this program is to provide the basic needs of food, clothing, and shelter to mentally ill clients who are transitioned from the in-custody treatment component at Glen Helen Rehabilitation Center (Verdemont Ranch) to the community. These individuals are homeless, or in danger of becoming homeless. The goal of this contract is to reduce recidivism to jail and reduce costs associated with incarceration by the prevention of significant homelessness among the mentally ill released from San Bernardino County detention facilities. Case management and treatment services are available to persons residing in contracted shelters.

B. Target Population (Adults Males only)

1. Individuals released from San Bernardino County detention facilities with a primary diagnosis of a severe mental illness and a secondary diagnosis of an alcohol and/or substance abuse disorder.
2. Individuals who have completed the Passages In-Custody Treatment Center at Verdemont Ranch.

3. Individuals without any shelter upon release.
4. Individuals who do not require board and care services.
5. Individuals without funds.
6. Individuals who are medication compliant, drug-free, and in full compliance with the terms and conditions of their probation.

III. REQUIRED LINKAGE WITH COUNTY SYSTEM

Contractors will be expected to work cooperatively with the San Bernardino County DBH staff to form an integrated network of care for mentally ill adults. Contractors will maintain close communication with the Passages Program clinicians in the coordination of patient placement so that contracted services can be accessed in a timely manner.

A. Facilities

1. Residential settings should be as close to a normal home environment as possible without sacrificing client safety or care.
2. Residential settings should have the appearance of a non-institutional setting.
3. Mentally ill individuals, where possible, should be in separate facilities specifically designed to house mentally ill clients.
4. Males and females will be housed in separate facilities.

B. Program Coordination

1. The Contractor will assist mentally ill residents with access (including transportation) to mental and physical health care services, placement and other community resources, including assistance with SSI and Medi-Cal applications and renewals.

2. Contractor shall allow the Passages Program staff (including the outreach service team) accesses to the facility at times convenient to the client and the Passages Program staff.
3. Contractor shall notify the Passages Program immediately following the departure, for any reason, of a client who was referred to that facility by the Passages Program.
4. The Contractor shall cooperate with the Passages Program staff in all matters related to the monitoring of this program.
5. The Contractor shall be available on a 24-hour basis by phone, voice mail, fax, pager or cellular phone.
6. The Contractor will provide transportation for residents from Glen Helen Rehabilitation Center and West Valley Detention Center to the shelter. Placements into a shelter will take place Monday through Friday, 8:00 a.m. to 5:00 p.m., or after 5:00 p.m. with prior notification and agreement by the Contractor. Contractors may be asked to agree to accept weekend/holiday placements directly from San Bernardino County detention facilities.

C. Billing

1. Claims for payment will be paid in arrears. At the end of each month, the Contractor will submit a bill to the County equal to one-twelfth (1/12) of the annual negotiated net amount of the contract (see Schedule A).

IV. PROGRAM REQUIREMENTS

A. Program Descriptions for Passages Homeless Shelter Semi-supervised Facilities.

1. Safe and sanitary sleeping quarters on a nightly basis.
2. Clean bath facilities for residents which ensure privacy for each resident.

3. Three well-balanced meals on a daily basis. Current menus will be posted on a daily basis. All residents will be made aware of the menu. Special diets will be accommodated, as necessary.
4. Laundry facilities for residents.
5. Suitable lounge areas.
6. Locked storage areas for each Passages Transitional Program resident. Clients will be allowed access to this area, upon request.
7. Provide a weekly census report to the Passages Program staff of transitional clients for administrative purposes.
8. Ensure that residential facilities are free of any drugs or alcohol. Clients taking prescription medication who are able to manage their own medication independently will be able to seek placement in these facilities.
9. A telephone within the facility that is available twenty-four (24) hours per day, seven (7) days per week for resident use. This may be a pay telephone.

B. Staffing Patterns

1. A minimum of one (1) resident supervisor, who has experience in the field of mental health working with mentally ill adults, will be hired for each facility location. Each Contractor must demonstrate that the shelter is adequately supervised at all times when residents are present. A resident supervisor shall be awake and available from 7:00 a.m. to 10:00 p.m., seven (7) days a week. Homeless Shelter staffing will continuously be evaluated by the Passages Program supervisory staff, or designee, for cooperation, experience, and professionalism.
2. Shelter staff shall not provide counseling or therapy for clients. All potential problems should be reported to the Passages Program Clinic Supervisor or designee.

- C. Admission Criteria (as determined by the Passages program supervisory staff or designee)
1. Clients who have a DSM-IV diagnosis and are without funds to pay for shelter.
 2. Clients released from San Bernardino County detention facilities.
 3. Clients must be able to provide for their own personal care, including taking any prescribed medications.
 4. Clients who need convalescent or nursing care will not be admitted to shelters.
 5. Clients must not display any acts of violence or intentions to harm self or others at the time of admission.
 6. Clients who have a substance use diagnosis only will not be admitted to the program. Dual-diagnosed clients will be admitted subject to the client's acceptance of treatment.
 7. The Contractor shall develop in writing a client admission policy and make it available to the public upon request.
- D. Exit Criteria (as determined by the Passages program supervisory staff or designee)
1. When the client acquires alternative housing.
 3. The Passages Transitional Program is designed to provide short-term housing for qualifying individuals. A length of stay longer than 90 days will receive prior approval from the Passages Program supervisory staff, or designee.
 3. Any violations of prohibitions against violence, substance use, stealing, or negative interactions with other shelter residents.

4. Upon the receipt of sufficient funds by the client to purchase housing or other residential services.
5. Clients who need inpatient treatment, or those who display behavior which requires a higher level of placement services, will be assisted by the Passages Program to move to another facility.

E. Facility Maintenance Requirements

1. All facilities must meet health and safety requirements set forth by the State of California, (Section 1536.1). They must also meet all health and safety requirements imposed by local jurisdictions in which shelters exist.
2. All facilities must allow for adequate space for each resident.
3. Maintain a living environment and physical plant conducive to quality care and treatment of mentally disabled individuals, including on-going maintenance, repair and/or replacement as needed of beds, linen, flooring, paint, window coverings, fixtures, furniture, landscape, etc.
4. All Contractors must demonstrate legal possession of the facilities which will be used for shelter services. This will be through a deed showing title or proof of lease agreement.

F. Homeless Shelter Monitoring and Evaluation

1. An annual evaluation will be required (see Exhibit B).
2. Periodic on-site inspection and investigation of the facility will be conducted.

San Bernardino County
Department of Behavioral Health
Negotiated Amount Contract
Claim for Reimbursement

Claimant: _____ Provider No: _____

Address: _____ FID or SSN: _____

Service Month Being Claimed: _____

Actual Number of Patient Days: _____

Monthly Amount Claimed: _____

(Equal to total contract amount divided by number of contracted months.)

Agency Certification

I certify under penalty of perjury that I am the duly qualified and authorized official of the herein claimant responsible for the examination and settlement of accounts; and that the expenditures claimed are properly supported in the accounting records.

Signature: _____ Date: _____

Title: _____

FOR COUNTY USE ONLY

Clinic Administrative Approval: _____ Date: _____

Contracts Mgmt. Approval: _____ Date: _____

Contracts Management Amount Authorized for payment _____

HOMELESS SHELTER EVALUATION

Facility _____ Date of Site Evaluation _____

Gender and number of Clients Served: Male _____ Female _____ Coed _____

Does local ordinance require permits/licenses and are they displayed? Yes ____ No ____

Distance to the nearest Bus Stop? _____

Sober Living Facility? Yes _____ No _____

<i>Item</i>	<i>Explanation</i>	<i>Meets Standards--></i>	Y	N
Exterior Appearance				
Interior Appearance				
Floors				
Carpets				
Walls				
Kitchen				
Bathrooms (sufficient for the number of occupants)				
Bedrooms				
Storage				
Furnishings				
Staffing				
Experience				
Professionalism				
Phone Manners				
Cooperation				
Meals				
Quality				
Quantity				
Regularity				
Environment				
Heating				
Cooling				
Smoke Alarms & Available Telephone				
Safe Smoking Area				
General Safety (In compliance with all local zoning and fire requirements)				

Rater's Name _____

Date of Evaluation _____

Rater's Title _____

BUSINESS ASSOCIATE AGREEMENT

Except as otherwise provided in this Agreement, CONTRACTOR, hereinafter referred to as BUSINESS ASSOCIATE, may use or disclose Protected Health Information to perform functions, activities or services for or on behalf of the COUNTY OF SAN BERNARDINO, hereinafter referred to as the COVERED ENTITY, as specified in this Agreement and in the attached Contract, provided such use or disclosure does not violate the Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. 1320d et seq., and its implementing regulations, including but not limited to, 45 Code of Regulations Parts 160, 162, and 164, hereinafter referred to as the Privacy Rule.

I. Obligations and Activities of Business Associate.

- A. Business Associate shall not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- B. Business Associate shall implement administrative, physical, and technical safeguards to:
 - 1. Prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
 - 2. Reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- C. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- D. Business Associate shall report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- E. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, shall comply with the

same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

- F. Business Associate shall provide access to Protected Health Information in a Designated Record Set to Covered Entity or to an Individual, at the request or direction of Covered Entity and in the time and manner designated by the Covered Entity, in order to meet the requirements of 45 CFR 164.524.
- G. Business Associate shall make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526, in the time and manner designated by the Covered Entity.
- H. Business Associate shall make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, and/or to the Secretary for the U.S. Department of Health and Human Services, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- I. Business Associate shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- J. Business Associate shall provide to Covered Entity or an Individual, in time and manner designated by the Covered Entity, information collected in accordance with provision (I), above, to permit Covered Entity to respond to a request by the Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- K. Upon termination of this Agreement, Business Associate shall return all Protected Health Information required to be retained (and return or destroy all other Protected Health Information) received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. In the event the Business Associate determines that returning the Protected Health Information is not feasible, the Business Associate shall provide the Covered Entity with notification of the conditions that make return not feasible.

II. Specific Use and Disclosure Provisions.

- A. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- B. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- C. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).
- D. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR 164.502(j)(1).

III. Obligations of Covered Entity.

- A. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- B. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

- C. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

IV. General Provisions.

- A. Remedies. Business Associate agrees that Covered Entity shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which Covered Entity may have at law or in equity in the event of an unauthorized use or disclosure of Protected Health Information by Business Associate or any agent or subcontractor of Business Associate that received Protected Health Information from Business Associate.
- B. Ownership. The Protected Health Information shall be and remain the property of the Covered Entity. Business Associate agrees that it acquires no title or rights to the Protected Health Information.
- C. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- D. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- E. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

Outpatient Pre-Authorization Matrix

One of the responsibilities of the local County Mental Health Department is to identify and treat priority target populations and to provide services to individuals who have a severe mental illness or serious emotional disturbance, **“to the extent that resources are available”**.¹ A preauthorization matrix has been developed that delineates the nature of services that are to be delivered to these target populations. The matrix has several components composed of: a financial category, a diagnostic category of two types, GAF scores, and whether the consumer is an adult or a minor.

The preauthorization matrix was developed to identify all populations and establish treatment priorities and types (this takes into account both general effectiveness, cost efficiency, acuity, and risk), maximization of revenue or cost reductions, and an intention to provide some level of response, however minimal, to all groups. The pre-authorization matrix was developed to provide for an array of services the Contractor can make available to consumers. The purpose of TAR forms is to allow for those exceptional situations, through a formal process, that are high risk and require brief individual therapy or Intensive Day Treatment. Rehab/ADL services, assessments, evaluations, and case management are all services that are delivered to consumers individually within the framework of the matrix and do not require a TAR. In the case of intensive day treatment, which is offered and available, the State is requiring a TAR; however once approved individual services can be provided as part of the day treatment program. The response to the TAR by the Access Unit will provide the final administrative review. This process will replace the SPARS system.

On a practical level the matrix is to be used as a triage tool used by clinical staff in the process of assessing consumers and determining what services are to be delivered to consumers as they enter the system. This serves to facilitate what services can be offered and the development of treatment plans with consumers by considering all relevant factors.

In addition, the matrix is a tool to provide guidance in assessing the services provided to existing consumers. Clinic Supervisors and lead clinical staff will use the matrix to work with service staff to review caseload compliance with the matrix. It is important to note that this matrix puts into form the substance of DBH's policy on priority populations and services that can be provided. Any questions or issues can be addressed to the immediate supervisor or to the Access Unit.

¹ The Bronzan-McCorquodale Act 1991

DBH and Contractor staff agree to work cooperatively to target support services to those consumers who are:

1. Severely and persistently mentally ill adults;
2. Those recently discharged from an acute care hospital;
3. Children who have severe emotional or behavioral problems and substantial impairment in functioning.

DBH will closely monitor the impact of these efforts to accommodate budget constraints.

San Bernardino County Department of Behavioral Health	Outpatient Pre-Authorized Services							
	Adult				Child			
	Type I Diagnosis		Type II Diagnosis		Type I Diagnosis		Type II Diagnosis	
	GAF < 50	GAF > 50	GAF < 50	GAF > 50	GAF < 50	GAF > 50	GAF < 50	GAF > 50
Medi-Cal or Medi-Medi	Day Tx, Meds, Group, Fam Ther, Rehab, CM, MH Ed, Clubhouse, self-help, housing or employment assistance	Meds, Group, Fam Ther, Rehab, CM, MH Ed, Clubhouse, self-help, housing or employment assistance	Meds (ref to health plan after stabilization), Group, Rehab, CM, MH Ed, Walk-In Clinic (single svc tx)	Group, MH Ed, FFS Referral (ref to health plan for meds), Walk-In Clinic (single svc tx)	Meds, Ind., Family, Group, CM, Parent Ed, Crisis	Meds, Ind. Family, Group, CM, Parent Ed, Crisis	Meds, Ind., Family, Group, CM, Parent Ed, Referral to FFS, Crisis	Ind., Family, Group, Parent Ed, Referral to FFS, Crisis
Healthy Families	Not applicable	Not applicable	Not applicable	Not applicable	Meds, Ind., Family, Group, Parent Ed	Meds, Ind., Family, Group, Parent Ed	Meds, Ind., Family, Group, Parent Ed	Ind., Family, Group, Parent Ed
Medicare Only (must follow all Medicare procedures and restrictions)	Ref to Part. Hosp., Meds, Group, Fam Ther, Rehab, CM, MH Ed, Clubhouse, self-help, housing or employment assistance	Meds, Group, Fam Ther, Rehab, CM, MH Ed, Clubhouse, self-help, housing assistance, employment assistance	Meds (ref to health plan after stabilization), Group, Rehab, CM, MH Ed ref to FFS, Walk-In Clinic (single svc tx)	Refer to private sec. (ref to health plan for meds), MH Ed, Walk-In Clinic (single svc tx)	Same as Indigent	Same as Indigent	Same as Indigent	Same as Indigent
AB2726	Not applicable	Not applicable	Not applicable	Not applicable	Meds, Ind., Group, CM, Parent Ed	Meds, Ind., Group, CM, Parent Ed	Ind., Group, Parent Ed, CM	N/A
Indigent	Day Tx, Meds, Group, Rehab, CM, MH Ed, Clubhouse, self-help, housing or employment assistance	Meds, Group, Fam Ther, Rehab, CM, MH Ed, Clubhouse, self-help, housing or employment assistance	Meds (ref to MIA after stabilization), Group, Rehab, MH Ed, Walk-In Clinic (single svc tx)	(Ref to MIA for meds), Group, MH Ed, Walk-In Clinic (single svc tx)	Meds, Ind., Group, CM, Parent Ed (for child's parent)	Meds, Group, Parent Ed (for child's parent)	Group, CM, Parent Ed (for child's parent)	Ref to faith based/non-profit, MH Ed
Private Insurance	Ref to ins. provider; if not insured, serve as indigent (DBH is provider of last resort)	Ref to insurance provider	Ref to insurance provider	Ref to insurance provider	Ref to ins. provider; if not insured, serve as indigent (DBH is provider of last resort)	Ref to insurance provider	Ref to insurance provider	Ref to insurance provider
Out-of-County	Not applicable	Not applicable	Not applicable	Not applicable	If Medi-Cal, same as Medi-Cal or ASO refer to FFS	ASO referral to FFS	If Medi-Cal, same as Medi-Cal or ASO referral to FFS	ASO referral to FFS
CalWORKs	Refer to clinic as Medi-Cal	Max 6 months of Ind., Group, MH Ed or emp. Support (after 6 mos. serve as Medi-Cal)	Max 6 months of meds, Group, Rehab, MH Ed or emp. Support (after 6 mos. serve as Medi-Cal)	Max 6 months of Group, MH Ed or emp. support (after 6 mos. serve as Medi-Cal)	Not applicable (serve as Medi-Cal)	Not applicable (serve as Medi-Cal)	Not applicable (serve as Medi-Cal)	Not applicable (serve as Medi-Cal)
SAMSHA (must have co-existing ADS diagnosis)	Day Tx, Meds, Group, Rehab, CM, MH Ed, Clubhouse, self-help, ref to Alanon, DDA, A/D Tx, housing or emp. assistance	Meds, Group, Rehab, CM, MH Ed, Clubhouse, self-help, ref to Alanon, DDA, AD Tx, housing or emp. assistance	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable
NOTES: (1) If services not pre-authorized by this Guide are needed for a particular client, a TAR must be individually submitted by the clinic supervisor to the Access Unit for approval; however, clients eligible for grant-funded services will receive services as specified by the grant. (2) TBS services must always be pre-authorized by CSOC. (3) Any self-declared crisis will be seen and evaluated regardless of other factors.								

REV 10-16-02

Type I Diagnoses (Serious Mental Illness)*

295.10	Schizophrenia, Disorganized Type
295.20	Schizophrenia, Catatonic Type
295.30	Schizophrenia, Paranoid Type
295.40	Schizophreniform Disorder
295.60	Schizophrenia, Residual Type
295.70	Schizoaffective Disorder
295.90	Schizophrenia, Undifferentiated Type
296.0x	Bipolar I Disorder, Any Subtype
296.2x	Major Depressive Disorder, Single Episode
296.3x	Major Depressive Disorder, Recurrent, Any Subtype except "in Full Remission"
296.4x	Bipolar I Disorder, Any Subtype except "in Full Remission"
296.5x	Bipolar I Disorder, Any Subtype except "in Full Remission"
296.6x	Bipolar I Disorder, Any Subtype except "in Full Remission"
296.7	Bipolar I Disorder, Most Recent Episode Unspecified
296.80	Bipolar Disorder NOS
296.89	Bipolar II Disorder
297.1	Delusional Disorder
298.8	Brief Psychotic Disorder
298.9	Psychotic Disorder NOS
300.01	Panic Disorder Without Agoraphobia
300.21	Panic Disorder With Agoraphobia
300.3	Obsessive-Compulsive Disorder
301.22	Schizotypal Personality Disorder
313.81	Oppositional Defiant Disorder
314.0x	Attention-Deficit/Hyperactivity Disorder, Any Subtype

Type II Diagnoses (Not Serious Mental Illness)*

296.90	Mood Disorder NOS
300.00	Anxiety Disorder NOS
300.02	Generalized Anxiety Disorder
300.23	Social Phobia
300.29	Specific Phobia
300.4	Dysthymic Disorder
301.6	Dependent Personality Disorder
300.81	Somatization Disorder
301.82	Avoidant Personality Disorder
301.83	Borderline Personality Disorder
307.46	Sleep Terror Disorder
307.47	Nightmare Disorder
309.0	Adjustment Disorder With Depressed Mood
309.21	Separation Anxiety Disorder
309.2x	Adjustment Disorder
309.3	Adjustment Disorder With Disturbance of Conduct
309.4	Adjustment Disorder With Mixed Disturbance of Emotions and Conduct
309.81	Posttraumatic Stress Disorder
309.9	Adjustment Disorder Unspecified
310.1	Personality Change Due to...[Indicate the General Medical Condition]
311	Depressive Disorder NOS
312.30	Impulse-Control Disorder NOS
312.34	Intermittent Explosive Disorder
312.9	Disruptive Behavior Disorder NOS

***NOTE: This list does not contain all diagnoses in the DSM-IV-TR.**

Global Assessment of Functioning (GAF) Scale (DSM - IV Axis V)

Note: This version of the GAF scale is intended for DBH and DBH Contractor use only. Although it is based on the clinical scale presented in the DSM - IV, this summary lacks the detail and specificity of the original document. The complete GAF scale of the DSM - IV should be consulted for diagnostic use. This is a GUIDE only.

Code	Description of Functioning
91 - 100	Person has no problems OR has superior functioning in several areas
81 - 90	Person has few or no symptoms . Good functioning in several areas. No more than "everyday" problems or concerns.
71 - 80	Person has symptoms/problems, but they are temporary, expectable reactions to stressors . There is no more than slight impairment in any area of psychological functioning.
61 - 70	Mild symptoms in one area OR difficulty in one of the following: social, occupational, or school functioning. BUT, the person is generally functioning well and has meaningful interpersonal relationships.
51 - 60	Moderate symptoms OR moderate difficulty in one of the following: social, occupational, or school functioning.
41 - 50	Serious symptoms OR serious impairment in one of the following: social, occupational, or school functioning.
31 - 40	Some impairment in reality testing OR impairment in speech and communication OR serious impairment in several of the following: occupational or school functioning, interpersonal relationships, judgment, thinking, or mood.
21 - 30	Presence of hallucinations or delusions which influence behavior OR serious impairment in ability to communicate with others OR serious impairment in judgment OR inability to function in almost all areas.
11 - 20	There is some danger of harm to self or others OR occasional failure to maintain personal hygiene OR the person is unable to appropriately communicate with others (e.g., incoherent, mute, or bizarre)
1 - 10	Persistent danger of harming self or others OR persistent inability to maintain personal

	hygiene OR person has made a serious attempt at suicide.
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INFORMATION SHEET *(one Information Sheet per Clinic)*

CONTRACTOR SHALL COMPLETE SECTION I OF THIS FORM AND RETURN TO SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH CONTRACTS UNIT.

SECTION I: CONTRACTOR INFORMATION			
Contractor Name:			
Address (including City, State and Zip Code):			Phone:
Web Site:	Email:	Fax:	
Clinic Site Name (If Different from Contractor):			
Address (including City, State and Zip Code):			Phone:
Web Site:	Email:	Fax:	
Clinic Contact:		Title:	
Contract Signature Authority:			
Name:		Name:	
Title:		Title:	
Signature:		Signature:	
Phone #: ()	E-Mail:	Phone #: ()	E-Mail:
Claim Signature Authority:			
Name:		Name:	
Title:		Title:	
Signature:		Signature:	
Phone #: ()	E-Mail:	Phone #: ()	E-Mail:
SECTION II: DBH INFORMATION			
Contract Mailing Address:		Contracts Unit:	
San Bernardino County Department of Behavioral Health Contracts Unit 700 E. Gilbert Street, Bldg #3 San Bernardino, CA 92415-0920		Myron Hilliard, Accounting Tech 909-387-7592 E-Mail: mhilliard@dbh.sbcounty.gov Doug Moore, Staff Analyst II 909-387-7589 E-Mail: dmoore@dbh.sbcounty.gov Patty Glas, Admin Supervisor II 909-387-7170 E-Mail: pglas@dbh.sbcounty.gov Unit Fax #: 909-387-7593	

DBH Program Contacts:

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